APPENDIX LAWFUL SUB-LOOP ELEMENTS

1.0 SBC MISSOURI will provide sub-loop elements as Unbundled Network Elements as set forth in this Appendix pursuant to the Terms and Conditions specifically set out in Attachment 6 UNE and/or Attachment 25 DSL in this Agreement.

1.1 A subloop is a smaller segment of SBC MISSOURI's local loop plant, i.e., a portion of the loop from a point of technically feasible access beyond SBC MISSOURI's central office and, up to and including, the network demarcation point, including that portion of the loop, if any, which SBC MISSOURI owns or controls inside the customer premises, including multiunit premises.

1.1.1 Point of technically feasible access. A point of technically feasible access is any point in the incumbent LEC's outside plant where a technician can access the copper wire within a cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface. SBC MISSOURI shall, upon site-specific request, provide access to a copper subloop at a splice near a remote terminal. SBC MISSOURI shall be compensated for providing this access in accordance with §§ 51.501 through 51.515.

2.0 DEFINITIONS PERTAINING TO THE SUB-LOOP

2.1 "Dead Count" refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.

2.2 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the subscriber's control (or in the case of some multiunit premises, the landlord's control) of the wire begins.

2.3 "Digital Subloop" May be deployed on non-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps and 1.544 Mbps subloop transport.

2.4 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an end user can be connected to the ILEC's network.

2.5 Intentionally Left Blank

2.6 "Inside Wire Subloop" is defined for purposes of this Appendix as all loop plant owned or controlled by SBC MISSOURI at a multiunit customer premises between the minimum point of entry as defined in § 68.105 of the FCC TRO rules and the point of demarcation of SBC MISSOURI's network as defined in § 68.3. In multi-unit properties, the Inside Wire Subloop may include the NID. Maintenance and control of inside wire is under the control of the premises owner, except in those multi-unit properties, where SBC MISSOURI owns and maintains control over inside wire within a building or on a property up to the NID. Maintenance and control of the Inside Wire Subloop on the property owner's side of the demarcation point may be under the control of the property owner or the end user. Conflicts between telephone service providers for access to the end user's inside wire on the end user's side of the NID must be resolved by the end user.

2.7 "MTE" for the purpose of Term To NID subloop. "MTE" is a Multi Unit Premises Environment for buildings with exterior or interior mounted terminals

2.8 "Network Terminating Wire (NTW)" is the service wire that connects SBC MISSOURI's distribution cable to the NID at the demarcation point.

2.9 "SAI/FDI-to-Term" is that portion of the loop from the SAI/FDI to an accessible terminal.

2.10 "SAI/FDI-to-NID" is that portion of the UNE loop from the SAI/FDI to the Network Interface Device (NID), which is located at an end user's premise.

2.11 "SPOI" is defined as a Single Point of Interconnection. SBC MISSOURI will construct a SPOI only to those multiunit premises where SBC MISSOURI has distribution facilities to the premises and SBC MISSOURI either owns, controls, or leases the inside wire, if any, at such premises. If SBC MISSOURI has no facilities which it owns, controls or leases at a multiunit premises through which it serves, or can serve, customers at such premises, it is not obligated to construct a SPOI. SBC MISSOURI's obligation to build a SPOI for multiunit premises only arises when CLEC indicates that it will place an order for an unbundled subloop network element via a SPOI. If CLEC and SBC MISSOURI are unable to negotiate terms and conditions regarding an SPOI, disputed issues, including compensation under forward-looking pricing principles, shall be resolved under the dispute resolution process.

2.12 "SAI/FDI" is defined as the point in the ILEC's network where feeder cable is cross connected to the distribution cable. "SAI" is Serving Area Interface. "FDI" is Feeder Distribution Interface. The terms are interchangeable.

2.13 "Spare" means an existing subloop that is not defective and is either (1) not currently being used to provide service to any customer or (2) is being used to serve a customer but that customer has decided to migrate to CLEC and CLEC has requested reuse of the subloop and will port customer's telephone number to CLEC. If a subloop has been disconnected and thus an end-user is no longer receiving service via that subloop, and such subloop has been determined to be a non-defective pair, then that subloop would be considered an existing Spare portion of the loop.

2.14 "Term-to-NID" is that portion of the UNE loop from an accessible terminal to the NID, which is located at an end user's premise. Term-to-NID includes use of the Network Terminating Wire (NTW) and Inside Wire Subloop.

2.15 "ECS-to-SAI/FDI" is that portion of the loop from the ECS to the SAI/FDI.

2.16 "ECS-to-Term" is that portion of the loop from the ECS to the accessible terminal.

2.17 "ECS-to-NID" is that portion of the loop from the ECS to the NID, which is located at an end user's premise. ECS-to-NID includes use of the Network Terminating Wire (NTW) and Inside Wire Subloop.

3.0 SBC MISSOURI will offer the following subloop types:

3.1 2-Wire Analog Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

3.2 4-Wire Analog Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

3.3 2-wire or 4-Wire DS1 Subloop provides a transmission path capable of supporting a 1.544 Mbps service that utilizes AMI or B8ZS line code modulation.

3.4 Intentionally Omitted

3.5 xDSL Subloop is defined in Attachment 25: xDSL and will be available to CLEC in SBC MISSOURI where CLEC has an approved and effective Attachment 25: xDSL as part of this Agreement. In addition the provisions set forth in Attachment 25: xDSL, the xDSL Subloop is subject to the subloop terms and conditions set forth in this Appendix Subloop Elements, the collocation provisions set forth elsewhere in this Agreement, and the rates set forth in the Schedule of Prices. If there is any conflict between the provisions set forth in Attachment 25: xDSL as to the xDSL Subloop and the subloop provisions set forth in this Appendix Subloop Elements the subloop provisions set forth in this Appendix Subloop Elements shall control.

3.6 ISDN Subloop is a 2-Wire digital offering which provides a transmission path capable of supporting a 160 Kbps, Basic Rate ISDN (BRI) service that utilizes 2B1Q line code modulation with end user capacity up to 144 Kbps.

3.7 Inside Wire Subloops using fiber. With respect to CLEC's request for unbundled subloops within multi-tenant buildings/properties, SBC MISSOURI shall make available all of the types of subloops listed above, plus high-capacity DS1, DS3 and OCN fiber optic subloops, to enable CLEC to access customer premises in such multi-tenant building/property. No collocation requirement exists with respect to Inside Wire Subloops. CLEC shall be allowed to access these subloops at any technically feasible terminal point at or near a multi-tenant building/property in any technically feasible manner.

4.0 ACCESS TO TWISTED-PAIR COPPER SUBLOOPS

4.1 Access to terminals for twisted-pair copper subloops is defined to include, but is not limited to:

- any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises),
- the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the "feeder" leading back to the central office and the "distribution" plant branching out to the subscribers meet,
- the Terminal (underground or aerial)
- Engineering Controlled Splice
- The Remote Terminal (RT)

5.0 CLEC may request access to twisted-pair copper subloop segments:

	FROM:	TO:
1.	Serving Area Interface or Feeder Distribution Interface	Terminal
2.	Serving Area Interface or Feeder Distribution Interface	Network Interface Device
3.	Terminal	Network Interface Device
4.	NID	Stand Alone
5.	SPOI (Single Point of Interface)	Terminal
6.	SPOI	NID
7.	Engineering Controlled Splice (ECS)	Serving Area Interface or Feeder Distribution Interface
8.	Engineering Controlled Splice (ECS)	Terminal
9.	Engineering Controlled Splice (ECS)	Network Interface Device

6.0 HIGH CAPACITY SUBLOOPS

6.1 Access to terminals for DS1 and DS3 high capacity subloops is defined to include, but is not limited to:

6.1.1 any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal or the minimum point of entry (MPOE) to the customer premises),

6.1.2 the Remote Terminal (RT),

6.1.3 the Terminal (underground or aerial).

6.2 CLEC may obtain access to the DS1 or DS3 high-capacity subloop segment between the Central Office Point of Termination (POT) and the Remote Terminal Point of Termination (POT) when CLEC is providing narrowband services.

6.3 CLEC may obtain access to DS1, DS3 and OCN high-capacity Inside Wire Subloops at any technically feasible point at the multitenant building/property.

7.0 Unbundled DS1 and DS3 subloops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the other terms and conditions of this Agreement, including but not limited to Section 2.20 of Attachment 6.

8.0 PROVISIONING

8.1 Connecting Facility Arrangement (CFA) assignments must be in place prior to ordering and assigning specific subloop circuit(s).

8.2 Spare subloop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis.

9.0 MAINTENANCE

9.1 The Parties acknowledge that by separating switching, feeder plant and distribution plant, the ability to perform mechanized testing and monitoring of the subloop from the SBC MISSOURI switch/testing equipment will be lost.

9.2 CLEC shall isolate trouble to the SBC MISSOURI Subloop portion of the CLEC's service before reporting trouble to SBC MISSOURI.

9.3 SBC MISSOURI shall charge CLEC a Maintenance of Service Charge (MSC) when CLEC dispatches SBC MISSOURI on a trouble report and the fault is determined to be in CLEC's portion of the loop. The SBC MISSOURI MSC may be found in the state pricing appendices or tariffs.

9.3.1 In the event that both SBC MISSOURI and CLEC perform an initial dispatch and the trouble is not resolved, a vendor meet will be scheduled between SBC MISSOURI technician and CLEC technician. Following the vendor meet, if the trouble is determined to be in CLEC's portion of the loop, an additional Maintenance of Service charge will be applied. If the trouble is determined to be in SBC MISSOURI' portion of the loop, the trouble will be resolved, and prior Maintenance of Service charges will be credited.

9.4 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, or NID where CLEC has a Subloop Access Arrangement, SBC MISSOURI repair forces will restore service in a non-discriminatory manner and such that the greatest number of all customers will be restored in the least amount of time. Should CLEC cabling require replacement, SBC MISSOURI will provide prompt notification to CLEC for CLEC to provide the replacement cable to be terminated as necessary.

10.0 SUBLOOP ACCESS ARRANGEMENTS

10.1 Prior to ordering subloop facilities, CLEC will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the SBC MISSOURI subloop network. CLEC is not required to have a collocation arrangement in the Central Office in order to establish a Subloop Access Arrangement. If SBC MISSOURI provides assistance in the development and deployment of Subloop Access Arrangement to any SBC affiliate or to any CLEC, SBC MISSOURI will provide such assistance on a parity basis.

10.2 SBC's assigned Account Manager will serve as the Primary Point of Contact to be an SBC interface during the planning, engineering, and provisioning of the Subloop Access Arrangement.

10.3 SBC MISSOURI will provide information, by geographic area, regarding what is served by the FDI/SAI serving area. This information will be provided via the DTI Tool which shall be available on the CLEC Webpage.

10.4 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. CLEC will initiate an SCA by submitting a Sub-loop Access Arrangement Application.

10.5 Upon receipt of a complete and correct Application, SBC MISSOURI will provide to CLEC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a Time and Materials basis. CLEC agrees to pay SBC MISSOURI appropriate rates for the engineering and other associated costs performed when CLEC submits a request to provide a written estimate for sub-loop(s).

10.6 The assignment of subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities, and will take into account that CLECs, unlike SBC MISSOURI, may not require as many subloop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, CLEC may request and will be assigned a smaller number of cable pairs, but will be charged in 25 pair splicing increments.

10.7 Subloop inquiries do not serve to reserve subloop(s).

10.8 Several options exist for Collocation or Sub-loop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.

10.9 Prior to submitting the request for SCA, CLEC will be responsible for obtaining rights of way from owners of property where SBC MISSOURI will place the equipment necessary for the SAA

10.10 Prior to submitting the Sub-loop Access Arrangement Application for SCA, CLEC should have the Structure Access appendices in the Agreement to provide the guidelines for both CLEC and SBC MISSOURI to successfully implement subloops, should collocation, access to poles/conduits or rights of way be required.

10.11 Except as set forth below in Section 10.10, construction of the Sub-loop Access Arrangement shall take up to ninety (90) days to complete depending upon project size and scope. The time period begins when CLEC submits to SBC MISSOURI written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by CLEC and before construction begins, with the balance payable upon completion. SBC MISSOURI will not begin any construction under the SCA until the CLEC has provided proof that it has obtained any necessary access to rights-of-way as defined in Section 10.7. In the event CLEC disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in the General Terms and Conditions, Section 10, of this Agreement, SBC MISSOURI will proceed with construction of the SAA upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the Sub-loop Access Arrangement. Such payments may be subject to any "true-up," if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

10.12 Upon completion of the construction activity, CLEC will be allowed to test the installation with a SBC MISSOURI technician. If the CLEC desires test access to the Sub-loop Access Arrangement, CLEC must place its own test point in its cable prior to cable entry into SBC MISSOURI's interconnection point.

10.13 Once all subloop access arrangements have been completed and balance of payment due SBC MISSOURI is received, the CLEC may place a LSR for subloops at this location. Prices at which SBC MISSOURI agrees to provide CLEC with Unbundled Network Elements (UNE) are contained in the Appendix Pricing.

10.14 In order to maximize the availability of terminations for all CLECs, CLEC shall provide CFA for its subloop pairs utilizing the same 25-pair binder group. CLEC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.

10.15 Unused CLEC terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction of the SCA shall be subject to removal by SBC MISSOURI if such terminations are needed by SBC MISSOURI to fulfill a request for service. SBC MISSOURI shall provide CLEC forty-five (45) days' advance written notice of SBC MISSOURI's need for such unused terminations and a date on which it intends to remove the unused terminations.

10.16 In the event a CLEC elects to discontinue use of an existing Sub-loop Access Arrangement, or abandons such Arrangement by failing to remove its facilities within thirty (30) days of receipt of notice from SBC MISSOURI, CLEC shall pay SBC MISSOURI for removal of CLEC's facilities from the SAA.

11.0 SUBLOOP ACCESS ARRANGEMENT ACCESS POINTS

11.1 SAI/FDI or Accessible Terminal

11.1.1 CLEC cable to be terminated in an SBC MISSOURI SAI/FDI, or Accessible Terminal, shall consist of 22 or 24-gauge copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. CLEC's Aerial cables should be aircore.

11.1.2 CLEC may elect to place its cable to within three (3) feet of the Sub-loop Access Arrangement site and coil up an amount of cable, defined by the SBC MISSOURI's and CLEC's engineer in the design phase, that SBC MISSOURI will terminate on available binding posts in the SAI/FDI or Terminal.

11.1.3 CLEC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, which will be scheduled by mutual agreement, but not more than five (5) days from the date of CLEC's request for a subloop arrangement SBC MISSOURI will stub out a cable from the SAI/FDI or Terminal, which SBC MISSOURI splice to the cable at the meet point.

11.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes and such expansion is planned to occur within a 12-month period beginning on the date of CLEC's submission of the inquiry LSR.

11.1.5 Exhausted termination points in a SAI/FDI. for which the CLEC will be charged a portion of the expense to be determined with the engineer, for the purpose of allowing the CLEC to terminate it's cable at the SAI/FDI.

11.1.6 Exhausted Termination Points in a Terminal. When a Terminal's termination points are all terminated to assignable cable pairs. SBC MISSOURI may choose to increase the capacity of the Terminal or to construct an adjacent termination facility to accommodate the CLEC facilities. for which the CLEC will be charged.

12.0 RELOCATION OF EXISTING ILEC/CLEC FACILITIES INVOLVED IN A SAA AT A RT, SAI/FDI, TERMINAL OR NID

12.1 SBC MISSOURI shall notify CLEC of pending relocation as soon as SBC MISSOURI receives such notice from the property owner or governmental entity that it must relocate its ILEC facilities.

12.2 CLEC shall notify SBC MISSOURI of it's intentions to remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA. If SBC MISSOURI receives no response to such notice, CLEC shall be deemed to have determined not to remain and its facilities will be removed and CLEC billed as provided in Section 12.7 below.

12.3 If CLEC notifies SBC MISSOURI that it intends to remain, SBC MISSOURI shall then provide CLEC a written estimate of the reasonable cost to terminate CLEC's facilities as part of the relocation of the site including the applicable Sub-loop Access Arrangement. This process may require a site visit with the CLEC and SBC MISSOURI engineer. The estimate shall be provided to CLEC within 30 business days after notification by CLEC.

12.4 CLEC shall notify SBC MISSOURI of acceptance or rejection of the new SCA within 10 business days of it's receipt of SBC MISSOURI's estimate.

12.5 Upon acceptance of the SBC MISSOURI estimate, CLEC shall pay at least 50% of the relocation costs at the same time as it notifies SBC MISSOURI of its acceptance of estimated costs.

12.6 If CLEC decides not to continue the Sub-loop Access Arrangement, CLEC will notify SBC MISSOURI as to the date that SBC MISSOURI may remove CLEC's facilities from that SAA. CLEC will pay SBC MISSOURI for all actual itemized costs incurred by SBC MISSOURI associated with the removal of the CLEC's SAA.

12.7 In the event that CLEC does not timely respond to SBC MISSOURI's notice but does notify SBC MISSOURI of its intention to continue the Sub-Loop Access Arrangement, SBC MISSOURI shall move CLEC's facilities and submit a bill for payment to the CLEC for the costs associated with the relocation. If CLEC fails to pay this bill, SBC MISSOURI will remove CLEC's facilities from the site upon 30 days notice to the CLEC.

13.0 INTENTIONALLY LEFT BLANK

14.0 ESTABLISHMENT OF INTERMEDIARY BOX FOR CLEC ACCESS TO TERM TO NID MTE SUBLOOP SEGMENT

14.1 As an alternative to the establishment of a Subloop Access Arrangement in those instances where CLEC wishes to access/lease SBC MISSOURI Term to NID subloop segments in order to serve its end-user customers at MTEs in SBC MISSOURI ("Term to NID MTE Subloop Segments"), CLEC may place, own and manage, for its own use, an intermediary box, which would provide CLEC with access to a Term to NID MTE Subloop Segment cross-connect leased from SBC MISSOURI within the intermediary box (in order to obtain access to SBC MISSOURI Term to NID MTE Subloop Segments). In the event CLEC wishes to access SBC MISSOURI Term to NID MTE Subloop Segments via the establishment of an intermediary box, the following rates, terms and conditions shall apply:

14.1.1 CLEC would manage the process for placing its own intermediary box, including, without limitation, coordination with the property owner and/or management. CLEC may, at its discretion, choose to retain ownership in whole or to share ownership of the intermediary box with other CLECs. Intermediary box shall be placed no more than two feet from the SBC terminal.

14.1.2 The intermediary box shall contain blocks that meet SBC MISSOURI's published industry standards for the placement of services and facilities and should be labeled with CLEC's ACNA to enable the SBC MISSOURI technician the ability to run jumper/cross connect from SBC MISSOURI terminal to the intermediary box.

14.1.3 CLEC agrees that the SBC MISSOURI technician shall run the jumper/cross-connect from SBC MISSOURI's serving terminal to CLEC's intermediary box, in order for CLEC to access SBC MISSOURI Term to NID MTE Subloop Segments in SBC MISSOURI. For security and safety, SBC will incase the cross connect in conduit, a protective covered common path, between the SBC terminal and the CLEC's intermediary box.

14.1.4 CLEC must have in place Connecting Facility Arrangement (CFA) assignments prior to ordering and assigning specific Term to NID MTE Subloop Segments from SBC MISSOURI.

14.1.5 Following CLEC's provisioning, placement, and completion of Connecting Facility Arrangement Assignments ("CFA") data submission to SBC MISSOURI associated with the intermediary box, CLEC would place orders and schedule activities related to access to the Term to NID MTE Subloop Segment including, without limitation: transferring the end-user customer's service from SBC MISSOURI to CLEC, providing SBC MISSOURI with CFA prior to ordering and the assigning of a specific Term to NID MTE Subloop Segment(s).

14.1.6 The ordering procedures for the Term to NID MTE Subloop Segment will be the same as those that apply to subloop UNEs today and shall be submitted to SBC MISSOURI by CLEC via a Local Service Request ("LSR").

14.1.7 SBC MISSOURI will upon receipt of the LSR from CLEC for a Term to NID MTE Subloop Segment, process the order and place the jumper/cross connect to the CFA provided by the CLEC on the LSR, from the SBC MISSOURI terminal to the CLEC intermediary box. SBC MISSOURI must have access to the intermediary box for completion of the order.

14.2 In connection with the MTE intermediary box for CLEC access to Term to NID MTE Subloop Segments in 12 State only, CLEC may elect to lease from SBC MISSOURI Term to NID MTE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in

Appendix Pricing for the "Term to NID MTE Subloop Segment" In the event CLEC wishes to lease the Term to NID MTE Subloop Segment from SBC-MISSOURI in lieu of SBC-MISSOURI's standard Term to NID subloop segment addressed in this Section 8.18.2, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Subloop Segment.

15.0 ESTABLISHMENT OF TERM TO NID MTE SUBLOOP SEGMENT WHEN NO INTERMEDIARY BOX IS INSTALLED

15.1 In those instances where CLEC elects not to install an intermediary box or to have SBC MISSOURI install an intermediary box pursuant to the SAA process outlined herein above, CLEC may still lease from SBC MISSOURI Term to NID MTE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID MTE Subloop Segment." In the event CLEC wishes to lease the Term to NID MTE Subloop Segment from SBC MISSOURI in lieu of SBC-MISSOURI's standard Term to NID subloop segment addressed in Section 8.18.2 above, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Subloop Segment. In such cases, SBC MISSOURI will provide CLEC with access to the Term To NID MTE subloop via a cross connect. The SBC technician will tag appropriately and will leave up to two feet of exposed wire at SBC MISSOURI's terminal. The cross connect would then be terminated by the CLEC technician in the CLEC terminal, at a time of CLEC's own choosing. For security and safety, SBC will incase the cross connect in conduit, a protective covered common path, between the SBC terminal and the CLEC's terminal.

15.2 If CLEC elects this option to obtain access to the Term To NID subloop in an MTE Environment, neither the SBC MISSOURI SAA process nor the intermediary box option would be required. Because the CLEC would have full responsibility for terminating the SBC MISSOURI cross-connect, SBC MISSOURI could not require any CFA information from CLEC.

16.0 ENGINEERING CONTROLLED SPLICE (ECS)

16.1 SBC MISSOURI will also make available an Engineering Controlled Splice (ECS), which will be owned by SBC MISSOURI, for CLECs to gain access to subloops at or near RTs.

16.2 The ECS shall be made available for Sub-loop Access Arrangements utilizing the Special Construction Arrangement (SCA).

16.2.1 If CLEC requests such an SCA, CLEC shall pay all of the actual construction, labor, materials and related provisioning costs incurred by SBC MISSOURI to fulfill its SCA on a Time and Materials basis, provided that SBC MISSOURI will construct any Sub-loop Access Arrangement requested by CLEC in a cost-effective and efficient manner. If SBC MISSOURI elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, the requesting CLEC will not be liable for such extra costs. CLEC may cancel an SCA by providing written notice to SBC MISSOURI in a commercially reasonable manner; provided however, that CLEC will pay SBC MISSOURI its reasonable and demonstrable costs of processing and/or implementing the SCA up to and including the date SBC MISSOURI receives notice of cancellation.

16.2.2 CLEC shall be liable only for costs associated with cable pairs that it orders to be presented at an ECS (regardless of whether CLEC actually utilizes all such pairs), even if SBC MISSOURI places more pairs at the splice.

16.2.3 CLEC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, which will be scheduled by mutual agreement, but not more than thirty (30) days from the date of CLEC's request for a subloop arrangement. SBC MISSOURI will stub out a cable from the RT, which SBC MISSOURI splice to the cable at the meet point.

16.2.4 Intentionally Left Blank

16.2.5 If more than one requesting CLEC obtains space in expanded RTs or in adjacent structures and obtains an Sub-loop Access Arrangement with the new copper interface point at the ECS, the initial CLEC which incurred the costs of construction of the ECS and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the subsequent requesting CLECs.

16.2.6 SBC MISSOURI may require a separate SCA for each RT site.

16.2.7 Except as set forth below in this Section 16.2.7, CLEC must submit written acceptance and at least 50% of payment for the SCA before SBC MISSOURI will begin construction of the ECS. Construction of the ECS and access to the copper subloop may take up to ninety (90) days to complete depending upon project size and scope. CLEC shall be granted access upon completion of the construction of the ECS, provided, however that CLEC must tender payment in full to SBC MISSOURI for the SCA before access will be granted. SBC MISSOURI will not begin any construction of the ECS until CLEC has provided proof that it has obtained access to any necessary rights-of-way as defined in Section 9.3. In the event CLEC disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in this Agreement, SBC MISSOURI will proceed with construction of the ECS upon receipt from CLEC of notice of the dispute and payment of not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the ECS. Such payments may be subject to any "true-up," if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

16.3 CLECs will have two (2) options for implementing the ECS: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO).

16.3.1 Dedicated Facility Option (DFO)

16.3.1.1 CLEC may request that SBC MISSOURI splice the existing cabling between the ECS and the SAI to the CLEC's Sub-loop Access Arrangement facility. This facility will be "dedicated" to the CLEC for subsequent subloop orders.

16.3.1.2 CLEC must designate the quantity of subloops it desires to access via this spliced, dedicated facility, specified by subtending SAI.

16.3.1.3 CLEC will compensate SBC MISSOURI for each of the dedicated subloop facilities, based on recurring ECS to SAI/FDI subloop charges as provided in the Appendix Pricing, Schedule of Prices, for the quantity of subloops dedicated to the CLEC between the ECS and the SAI. CLEC will pay a single nonrecurring cross connect charge as provided in the Appendix Pricing, Schedule of Prices for ECS to SAI/FDI subloops under this Option.

16.3.1.4 Upon submission of a subloop order using the Engineering Controlled Splice Dedicated Facility Option, SBC will provision subloop connectivity between the associated SAI and the NID at the end user premises. Under the Dedicated Facility Option, SBC will complete the subloop and CLEC will pay the SAI/FDI to NID subloop monthly recurring charge in the Appendix Pricing, Schedule of Prices. No cross connect or non-recurring charges will be applied to an SAI/FDI to NID subloop order under the DFO.

16.3.2 Cross-connected Facility Option (CFO)

16.3.2.1 CLEC may request that SBC MISSOURI build an ECS cross-connect junction on which to terminate CLEC's Sub-loop Access Arrangement facility.

16.3.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of SBC MISSOURI cabling between the ECS and the RT and/or SAI, and the inventorying of that SBC MISSOURI cabling.

16.3.2.3 CLEC must designate the quantity of subloops it desires to access via this cross-connectable, dedicated facility, specified by subtending SAI.

16.3.2.4 Upon submission of a subloop order using the Engineering Controlled Splice Cross-connected Facility Option, SBC will provision subloop connectivity between the associated ECS and the NID at the end user premises. Under the Cross-connected Facility Option, SBC will complete the subloop and CLEC will pay the ECS to NID subloop monthly recurring charge and one cross connect fee as provided in Appendix Pricing, Schedule of Prices. No other cross connect or non-recurring charges will be applied to a subloop order under the CFO.